

**THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:**

City Attorney  
City of Deltona  
2345 Providence Boulevard  
Deltona, Florida 32725

**Exhibit “A” to Ordinance No. \_\_\_\_\_ - 2024**

**DEVELOPMENT AGREEMENT**

For the development known as SYNERGY at NORMANDY Mixed Use Planned Unit Development (MPUD) located at the southeast corner of North Normandy Boulevard and the Rhode Island Avenue extension, Deltona, FL (hereinafter referred to as the “Subject Property” ).

**THIS DEVELOPMENT AGREEMENT** (hereinafter referred to as the “Agreement”) is entered into and made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF DELTONA, a Florida municipal corporation, with a mailing address of 2345 Providence Boulevard, Deltona, Florida 32725, ( hereinafter referred to as the “City” ), and Warranty Parts Solutions, LLC, a Florida Limited Liability Company ( hereinafter referred to as the “Owner” ), with a mailing address of 14537 Whittridge Drive, Winter Garden, FL 34787, and Telesis Services, LLC, a Florida Limited Liability company ( hereinafter referred to as the “Developer” ), with a mailing address of 1111 N. Ronald Reagan Blvd, Suite 101, Longwood, FL 32750.

**W I T N E S S E T H**

**WHEREAS**, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Deltona, said lands being more particularly described in **Exhibit “B”**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

**WHEREAS**, the Owner has clear title of the Subject Property and intends to develop such property as a Mixed Use Planned Unit Development; and

**WHEREAS**, the Owner or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and other governmental authorities, and the Owner or Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

**WHEREAS**, the development permitted or proposed under this Development Agreement is consistent with the City’s Comprehensive Plan, concurrency management system, and all

land development regulations, and this Agreement does not replace, supersede, or grant variances to those regulations; and

**WHEREAS**, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

**WHEREAS**, the Owner and / or Developer have sought the City's approval to develop the Subject Property, and the City approved Ordinance No. 12-2024, through rezoning the Subject Property to a form of Mixed Use Planned Unit Development (MPUD), as defined under the City's Land Development Code in Section 110-319. The MPUD shall consist of this Agreement as the Written Agreement of the PUD and an **Exhibit "C"**, Master Development Plan (MDP), attached hereto and by this reference made a part hereof as the Preliminary Plan, subject to the covenants, restrictions, and easements offered by the Owner or Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals contained herein are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time unless otherwise indicated.
2. **Ownership.** The legal and equitable owner of the Subject Property is Warranty Parts Solutions, LLC, a Florida Limited Liability Company.
3. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner, with all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.
4. **Subordination / Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record must be subordinated to the terms of this Agreement or the Lienholder shall join in this Agreement. It shall be the responsibility of the Owner and / or Developer to promptly obtain the said subordination or joinder, in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.
5. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity unless amended.

6. **Development of the Subject Property.** Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land-use listed below differs from a defined use in the City of Deltona's Code of Ordinances, the use listed in this Agreement shall prevail.

**A. Permitted Principal Uses:**

- General light industrial uses.
- Industrial Park.
- Manufacturing.
- Research facilities.
- High-cube warehouse.
- Flex space.
- Data centers.
- General Office.
- Medical Office.
- Office Park.
- Restaurants.
- Hotels.
- Retail.
- Convenience Store.
- Gas Station.
- Apartments (not to exceed 343 units).

**B. Prohibited Land Uses for MPUD:**

- Single Family Residential Homes.
- Mobile and/or Manufactured Homes
- Self-storage Facility.
- Sale of Fireworks.
- Carnivals, Fairs, and circuses.
- Outdoor storage or junkyards.
- Motels.
- Agricultural uses, nurseries, or greenhouses.
- Flea markets.
- Gambling or gaming operations, including internet cafes.

**C. Dimensional Requirements:**

1. Minimum lot size: 1 acre
2. Minimum lot width: 200 feet
3. Maximum building height: 70 feet. However, spires, belfries, cupolas, clerestory windows, antennas, water tanks, ventilators, solar panels, modular data equipment, rooftop equipment including satellite dishes, cellular antenna and related equipment, windmills, chimneys, penthouses,

or other similar accessory structures customarily required to extend above the roof level, may extend for an additional 20-feet above the 70-ft maximum building height set forth above.

4. Maximum floor area ratio (FAR): 1.0 for industrial uses and 0.5 in retail type uses.
5. Impervious Surface Area: The impervious surface area shall not exceed 75% of the gross footage area for the subject property.
6. Maximum lot coverage shall not exceed 80%, the dry retention systems can be used towards open space.

**D. Minimum Yard Setbacks:**

1. Front yard: 10 feet
2. Side yard: 5 feet
3. Street side yard: 10 feet
4. Rear yard: 15 feet
5. Building Separation: 30 feet
6. For all buildings three (3) stories in height or greater, the building setback from the property line shall be the minimum of half of the height of the building on all sides.

**E. Signage:** All signs shall be consistent with Chapter 102 of the City's Land Development Code, as it may be amended from time to time. In addition to regular building signage, Developer is requesting the addition of Development Perimeter Identification Signage and Entry Signage as shown on **Exhibit "D"**.

**F. Development:** The Subject Property shall be developed in six (6) platted lots together with tracts that supplement the development activity: The lots shall be developed as follow:

1. Lot 1, 2, 4, and 6 shall be no smaller than 1.5-acres and can be used as any of the Permitted Principal Uses.
2. Lot 3 is a 1.94-acre site to be developed as a retail type use and may have up to a 6,000 square foot building, 14 gasoline pumps, canopy structure over the gas pumps and a free-standing car wash.
3. Lot 5 is a 17.20-acre site to be developed as a 320-unit multi-family rental apartment complex. Specific information on this site is delineated in Section L below.
4. Tracts A and B provide access and utility easements to the lots. Roadways A, B, and C are private roads, built to City of Deltona standards. The Property Owners Association shall have maintenance responsibility for the roadways, and the City of Deltona will have no responsibility for any maintenance of these facilities.

**G. Density:** Proposed minimum density for Lot 5 multi-family residential is 18 units per acre. Proposed Maximum density for the multi-family residential portion of the

property is 20 units per acre. The maximum allowed units is 343 units for the entire MPUD.

- H. Landscape Buffer Yard:** Minimum landscaping buffer yard requirements are per the City's Land Development Code Section 110-808. A Landscape Plan illustrating the perimeter buffer yard widths, opacity of screening of adjacent land uses, internal landscape buffers between parcels, within parcels and any common areas shall be provided at the time of Plat or Final Site Plan application submittal. Stormwater management facilities shall not be placed within buffer yards.
1. West (Front) North Normandy Boulevard Buffer: 25-foot minimum.
  2. South (Side) Ruth Avenue: 10-foot minimum, as the south has a powerline easement of 50 feet. The overall buffer will be 60 feet.
  3. East (Rear) Buffer: 10-foot minimum.
  4. North (Side) Rhode Island Avenue: 20-foot minimum.
- I.** Minimum parking standards are per Sections 110-828 and 110-829 of the City's Land Development Code, as they may be amended from time to time.
- J.** Minimum lighting standards per the City's Land Development Code shall be included on a separate Illumination Plan to be provided at the time of Final Site Plan submittal. In addition, decorative streetlights shall be incorporated. In no cases shall the Owner / Developer, residents, or any other entity cause streetlights to be removed, rendered inoperable or otherwise not illuminate. Street lighting shall be maintained by the Property Owner's Association. However, the following light pole exception shall be applied: for manufacturing and warehouse uses, light poles within contained areas devoted to the staging, parking, and / or loading of heavy trucks may have a maximum height of 45-feet. Heavy trucks are defined as typical tractor-trailer type of vehicles having a wheelbase of at least 40-feet. The allowance and application of elevated light fixtures for areas devoted to heavy truck activity will be determined through the review of individual Final Site Plans. The balance of the light poles within the project will have a maximum height of 35-feet per the City's Land Development Code.
- K.** Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. In addition, the parking of heavy vehicles and equipment shall be screened from view from all public thoroughfares. All controls and variations shall be defined by a Property Owners Association, as defined within this Agreement.
- L.** Lot 5 – Multi-Family Development Features.
1. General Description: The Multi-Family Residential will be located on 17.20 acres of land and shall generally provide for-rent residential housing opportunities. The community will have a contemporary design, with modern amenities, parks and greenspace gathering spaces. A full

description of the community, recreational, and unit amenities can be found in Section L4 below.

2. Minimum square footage (per unit measured in square-feet of net living area)

1. Studio / 1-Bedroom: 600 square feet
2. 2-Bedroom: 800 square feet
3. 3-Bedroom and greater: 1,000 square feet

3. Permitted Uses:

- a. There will be 320 Multiple-Family dwelling units situated in three (3) and four-story buildings. There will be a mix of one (1), two (2), and three (3) bedroom units. The proposed unit mix is as follows:
  - 1 Bedroom: 120 units
  - 2 Bedrooms: 166 units
  - 3 Bedrooms: 34 units
- b. Flexibility shall be allowed in the above unit type allocation to provide owner with the opportunity to meet current market conditions.
- c. Recreational / community / unit amenities that enhance the resident's standard of living which are more particularly described in Section L4 below.
- d. Accessory buildings and uses customary to the above uses when located on the same lot as the principal use, including a clubhouse, pool, maintenance building / area, etc. - not involving the conduct of a business other than the onsite management and maintenance associated with the rental apartment operations.
- e. Home occupations, as regulated by Section 110-807 of the City's Land Development Code, as it may be amended from time to time.
- f. **Signage** – All signs shall be consistent with Chapter 102 of the City's Land Development Code, as it may be amended from time to time. The entrance signs, including color renditions, landscaping and other design elements shall be presented as part of the construction drawings submitted at the time of subdivision application and approved by the Development Review Committee. The entrance signs and related landscape features shall be constructed before the issuance of the first Certificate of Occupancy and shall be maintained in a like-new condition.
- g. **Gates** – The entrance access areas shall be gated with decorative wrought iron or aluminum entrance access gates. All gated entrances shall meet the applicable vehicle reservoir area requirement

provisions of Section 110-829 of the City's Land Development Code. Gates shall be integrated into the entryway and decorative wall and landscaping features.

- h. Infrastructure associated with the above-listed uses.
- i. The owner of the apartment complex may, at some point in the future, decide to convert the units / complex to condominium residences, the conversion will be permitted under this Development Agreement without further action by the City.

#### **4. Community / Recreational / Unit Amenities.**

- A community clubhouse with approximately 4 - 6,000 square feet of space together with a resort-style swimming pool. The clubhouse will have covered outdoor space anchored by gas grills adjacent to a landscaped open space area. Interior features of the clubhouse are a clubroom / game room with a sink, ice, refrigerator, gourmet coffee, pool table, pinball, shuffleboard, large screen TVs, private Co-Work suites seating at least two (2) people, small conference room, dedicated fitness center complete with a wide variety of exercise / weight training / cardio machines, full internet / Wi-Fi access, and comfortable seating areas to mingle with neighbors.
- A resort-style swimming pool with perimeter bench seating, sun shelf, volleyball area, and a tiled lap lane indicator. The pool deck area features three (3) – 10' x 10' cabanas, a large open-air pavilion with an outdoor pool table, food prep counter, sink with water, refrigerator, seating bar, and lounge area with TVs. There is ample outside area for chaise lounges, gas grilling stations, dining tables with chairs, umbrellas, and a hammock park.
- Other community features:
  - Small pocket parks with cornhole courts, lounging areas, charcoal grills, fire pits, picnic tables, arbor-type settings.
  - Courtyards and a linear park system that connects open spaces and links to the clubhouse and central park amenity. The courtyards and linear parks include plaza areas, charcoal grills, fire pits, picnic tables and park benches.
  - Tot lot with playground structure and park bench seating areas.
  - Pet-park with seating areas, Pet Grooming spa, Dog Park with dog agility station, dog wash off area with hose bib, dog and

owner drinking fountain, black vinyl chain-link fence with dog capture entry gates. Dog walks throughout the community.

- 2-double head EV car charging stations. A car care / car wash station.
- Bike shop, secure interior bike storage, bike fix-it station, bike racks, and community-wide bike parking throughout.
- Mail center with USPS and Secure Room for Package Dropoff.
- Perimeter security with gated entrances, six (6) foot high aluminum fence.
- Unit features / amenities
  - Wood cabinetry with stainless steel appliance package, including smooth cook top and microwave.
  - Stone countertops.
  - 9-foot ceilings.
  - Walk-in closets, pantries, linen closets, and extra storage
  - Hardwood-style floors through entire unit (except bedrooms) on all units.
  - 2-inch blinds.
  - Washers and dryers in every unit.
  - Energy efficient a/c units with heat pumps.
  - Covered detached garages available for rent.
  - Private fenced yards.
  - Attached garages available for rent.

**M. Utility provision and dedication:** The Owner or Developer shall connect to Volusia County's central utility systems, where applicable, at their sole cost and expense. Utility fees shall be paid to Volusia County before any building permit is issued. Central utility systems are to be designed, permitted, and constructed to the respective service provider specifications and dedicated to the respective service provider upon final inspection, clearance, and acceptance by the service provider.

**N. Stormwater:** The master stormwater system (Master Retention Pond one (1) and Master Retention Pond two (2) shall be owned by the multi-family developer and will be maintained by either the multi-family developer and / or the Property Owners Association in private ownership and shall not be dedicated to or become the responsibility of the City of Deltona.



- O. Environmental:** All permitting, mitigation, and / or soil and erosion control for the property shall conform to all federal, state, and local requirements. Maintenance shall be the sole responsibility of the Property Owners Association, and all systems shall be maintained in good condition / standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.
- P. Mobile Construction Offices:** Mobile construction offices shall comply with applicable provisions of Sec. 110-819(b) of the City's Land Development Code as it may be amended from time to time.
- Q. Transportation, site access, and traffic devices:** The Owner or Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements, as a result of the proposed development, for site function, that maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. The Developer has submitted a Traffic Impact Study (TIA) which is hereby attached as **Exhibit "E"**. Per the TIA, the project will generate 2,894 daily trips of which 300 trips will occur during the AM peak hours and 278 trips during the PM peak hours. All permits shall be obtained from appropriate permitting agencies before any development and the City and County shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

#### **1. On-Site Transportation Network – Access Management System**

Synergy at Normandy is designed to support a range of uses on six (6) lots. The development is primarily accessed by North Normandy Boulevard to the west and the extension of Rhode Island Avenue along the northern boundary. There are three (3) access points along North Normandy Boulevard:

- Driveway 1 - the southernmost access is a right-in only access to Lot 1;
- Driveway 2 - the main entrance to the property is a full ingress / egress on private Roadway A between Lot 1 and Lot 2. This access is the primary access for Lot 6 – the multi-family apartment complex; and
- Driveway 3 - the northernmost access is a right-in only providing access to Lot 3 - the convenience store / gas station.

There are two (2) points of access along the Rhode Island extension:

- Driveway 4 - between Lot 3 - the convenience store / gas station and Lot 4 - the larger bay industrial facility, providing access to Roadway B; and
- Driveway 5 - between Lot 4 – the large bay industrial facility and Lot 5 – a small bay industrial facility, providing access to Roadway C which also serves as the secondary entrance for Lot 6 – the multi-family apartment complex.

All of the interior roadways are private and will be maintained by the Property Owner's Association. All interior roads will be built to City standards. The City shall have no responsibility for any maintenance on the interior roadways. The interior access points to Lot 6 shall be gated.

Pedestrian access will be afforded by an interconnected five-foot wide sidewalk system. Developer shall be responsible to construct a five-foot sidewalk along North Normandy Boulevard, a five-foot sidewalk along the Rhode Island Avenue extension, and internally.

Access management associated with the development involves the appropriate location and design of Synergy's ingress and egress. Access management is needed to protect the capacity on City roadways and to promote transportation safety. Access management and related costs, including, but not limited to, signage, etc., are the sole responsibility of the Owner / Developer to construct and finance. The five (5) access driveway points planned as part of the development and depicted on **Exhibit "F"** and will be the subject of access management. In addition, all work within the City and County Right-of-Way areas will need to be appropriately permitted with the City / County. Access management improvements shall be completed before the first Certificate of Occupancy (CO) (permanent or temporary) for the MPUD is granted. The design and dimensions of all internal access, including parking facilities and pedestrian access, shall be consistent with the City's Land Development Code.

## **2. On-Site Dedications to the City of Deltona:**

Synergy at Normandy MPUD is currently associated with the antiquated Pine View Estates Plat consisting of individual lots ranging in size from 25'x110' to 35'x110' and associated paper Rights-of-Way. The City is prepared to process an application to facilitate the vacation of the following Rights of Way that are entirely within the boundary of Synergy at Normandy as seen on **Exhibit "G"**:

- McBride Avenue from N. Normandy Boulevard to Ruth Avenue.
- South Avenue from N. Normandy Boulevard to Ruth Avenue.
- Burlington Avenue from South Avenue to Rhode Island / Amelia Avenue.
- Cayer Avenue from South Avenue to Rhode Island / Amelia Avenue.
- Wright Avenue from South Avenue to Rhode Island / Amelia Avenue.
- Cornelia Avenue from South Avenue to Rhode Island / Amelia Avenue.

The vacation event listed above, and approval of the Synergy at Normandy MPUD is predicated upon the dedication of a thirty-foot strip of land along the northern boundary of the subject site to facilitate the future expansion of the Rhode Island

Avenue extension. This 30-foot dedication is further described as follows: the north 30' of Lots 1-8 of Block 6; and the north 30' of Lots 1-8 of Block 7; and the north 30' of Lots 1-8 of Block 8; and the north 30' of Lots 1-8 of Block 9; and the north 30' of Lots 1-8 of Block 10; together with the north 30 feet of the following road Rights-of-Way lying between the aforesaid parcels to with: Burlington Avenue, Cayne Avenue, Wright Avenue, and Cornelia Avenue, all lands lying within the Pine View Estates Plat. Furthermore, Developer is dedicating an additional Right-of-Way along North Normandy Boulevard to "straighten" the existing Right-of-Way alignment. These dedications will be processed through the land development review phase with Volusia County (either Plat /subdivision or Final Site Plan as applicable). Any lands granted to the Developer, as per any approved vacation request, will be considered to be subsumed into the Synergy at Normandy MPUD without the need for a major amendment to the MPUD.

It should be noted, per request from and discussions with City Planning Staff, that no through access is being provided from the Rhode Island Avenue extension to North Firwood Drive. The Ruth Avenue Right-of-Way connects, on paper, Rhode Island to North Firwood Drive and is outside of the Subject Property's boundary.

### **3. Off – Site Mitigation:**

Developer acknowledges and understands the necessity for a southbound left turn lane from North Normandy Boulevard onto Rhode Island Avenue; however, the existing plans for Portland Industrial Park as recorded in City of Deltona Ordinance No. 02-2021, show the installation of said turn lane. If this installation is not constructed by Portland Industrial Park, the City and the Developer agree that an exclusive 235-foot (including a 50-foot taper) southbound left turn lane is warranted both on North Normandy Boulevard at the Rhode Island Avenue (Amelia Avenue) entrance and one of a similar design at the Main Development Entrance from North Normandy Boulevard. The turn lane design will be developed and coordinated by the site civil engineers and the City of Deltona Engineer.

**R. Waste Disposal:** Solid waste disposal will be provided by WastePro, licensed to pick up and dispose of solid waste within the City of Deltona. Dumpsters and / or trash compactors will be included for each site and will be strategically located to provide convenient walking access for nearby tenants / residents. Said dumpsters / and / or trash compactors will have screen walls and gates as required by the City of Deltona's Land Development Code.

**S. Development Phases:** The Subject Property may be developed at one time or in construction phases. If constructed in one phase, a Final Site Plan may be reviewed and approved for the entire development. The property will not be able to obtain a Certificate of Occupancy until all buildings are built. If the property is constructed in phases a Preliminary Plat will be required, per Land Development Code Section 106. The Final Site Plan shall allow the applicant to provide for flexibility for providing amendments to the plan that may be done without the

necessity of requiring a separate site plan application and review, providing the following are provided:

- (1) evidence that such amendment does not cause an increase in stormwater retention, and
- (2) said amendments are consistent with the limitations and requirements provided by this Developer Agreement. During any construction phasing, Developer shall be required to maintain the undeveloped portions of the property so as to not cause any harm to any surrounding properties. Land clearing and grading for all construction phases shall be permitted in the first construction phase provided all tree preservation areas, if any, are maintained.

7. **Public Facilities / Land Dedication.** Facilities or tracts that either are or shall become public facilities / tracts that will serve the development and / or are on the Subject Property are, as follows:

- A 30-foot Right-of-Way along the northern property line extending from North Normandy Boulevard to the eastern property line will be dedicated to the City of Deltona.
- Owner / Developer shall coordinate with Volusia County to reconfigure / straighten the North Normandy Boulevard Right-of-Way along the property's North Normandy Boulevard frontage.
- Water, sewer, and related utility infrastructure, including easements as needed – Volusia County
- Other dedications as appropriate – City of Deltona or Volusia County

8. **Development Permits / Fees.** The Owner or Developer is responsible for obtaining, permitting, and the payment of all fees for facilities and services to ensure the development of the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All applicable transportation impact fees shall be addressed through fair share or other arrangements.

9. **Obligations.** Should the Owner or Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner or Developer 30 days written notice to commence and 90 days to complete said required obligation. If the Owner or Developer fails to complete the obligations within the 90-day period, then the City, without further notice to the Owner or Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder

documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner or Developer and its successors in interest shall be deemed to have been given upon the mailing of a notice to the address or addresses set forth in Paragraph (20) hereof.

10. **Site Plan / Plat Approval.** Exhibit "C", the Master Development Plan, is the Preliminary Plan of the PUD and this Agreement and shall be updated to include architectural information/elevations before being recorded. The Master Development Plan shall not replace, supersede, or absolve the Owner or Developer from approvals for any Final Site Plan, Preliminary Plat, and / or Final Plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.
11. **Indemnification.** The Owner/Developer or Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, and expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality, or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.
12. **Compliance.** The Owner or Developer agrees that it, and its successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan, and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer or Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner or Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.
13. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner or Developer

fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer or Developer 30 days written notice to commence and 90 days to complete said required obligation at the sole expense of the Owner/Developer or Developer. If the Owner/Developer or Developer fails to complete the obligations within the 90 day period, then the City, without further notice to the Owner/Developer or Developer and their successors and assigns in interest, but shall not be required to, perform such obligations at the expense of the Owner/Developer or Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer or Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer or Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in paragraph (20) of this Agreement.

14. **Concurrency and Vested Rights.** The Owner or Developer acknowledges and agrees that before the issuance of any development orders for the Property, the Owner or Developer must have received and be in the possession of a valid unexpired certificate of capacity / concurrency management system approval consistent with the City's Land Development Code. The capacity certificate / approval verifies the availability of infrastructure and service capacity sufficient to permit the proposed development of the Subject Property without causing a reduction in the levels of service adopted in the City's Comprehensive Plan. The certificate of capacity / approval shall be effective for a term, as defined in the City's Code of Ordinances. Neither this Agreement nor the approved Master Development Plan shall create or result in a vested right or rights to develop the Subject Property, as cited in Section 86-34 of the City's Land Development Code.
15. **Environmental and Tree Preservation.** The Owner or Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for the habitat of threatened or endangered flora and fauna, or species identified for proportion (i.e. tree preservation). This Agreement does not vest or exempt the Owner or Developer from any permitting and mitigation obligations needed to develop the Subject Property.
16. **Property Owners Association.** The charter and by-laws of the Property Owners Association ("POA") for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on

land covered by this Agreement. The POA shall at a minimum be responsible for maintaining the common open space, interior roadways, common utility systems, such as irrigation and site lighting, and project signage. The Owner or Developer shall be responsible for establishing the POA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance of the Subject Property is not maintained following the issuance of a Certificate of Occupancy, the City has Code Enforcement services and applicable action, and fees will ensue.

17. **Enforcement.** Both parties may seek specific performance of this Agreement and / or bring an action for damages in a court within Volusia County, Florida if this Agreement is breached by either party. In the event enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner or Developer shall be responsible for the payment of all of the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses, and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner or Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.
18. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner or Developer shall provide to the City / County such easements and other legal documentation, in a form mutually acceptable to the City Attorney / County Attorney and the Owner / Developer or Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection, and telecommunications.
19. **Periodic Review.** The City reserves the right to review the Subject Property subject in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that on the basis of substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.
20. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery, or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

**OWNER'S OR DEVELOPER'S REPRESENTATIVES:**

Scott Banta, Telesis Services, LLC  
1111 N Ronald Reagan Blvd, Suite 101  
Longwood, FL 32750

With a Copy to:

Michael Woods  
Cobb Cole  
231 N Woodland Avenue  
Deland, FL 32720

With a Copy to:

Terri Weiner  
Warranty Parts Solutions, LLC  
14537 Whittridge Drive  
Winter Garden, FL 34787

**CITY'S REPRESENTATIVES:**

City Manager  
City of Deltona  
2345 Providence Boulevard  
Deltona, Florida 32725

**With a copy to:**

Director  
Planning & Development Services  
2345 Providence Boulevard  
Deltona, Florida 32725

Should any party identify the above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner or Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

- 21. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner or Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.
- 22. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.
- 23. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner or Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not and is not intended to prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.
- 24. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.



25. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.
26. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.
27. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.
28. **Applicable Law / Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. The venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.
29. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer or Developer shall execute this Agreement within 10 business days of the City Commission's adoption of Ordinance No.21-2024; and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within 10 business days of this ordinance adoption may result in the City not issuing development orders or permits until the execution and recordation of this Agreement have occurred.
30. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.
31. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

**IN WITNESS WHEREOF, the Owner / Developer has executed this agreement.**

**OWNER:**

**By: Warranty Parts Solutions, LLC  
A Florida Limited Liability company**

\_\_\_\_\_  
Signature of Witness # 1

Print name: \_\_\_\_\_

\_\_\_\_\_  
Signature: Terri Weiner, Manager

\_\_\_\_\_  
Signature of Witness # 2

Print name: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or type Name

**As:**

\_\_\_\_\_  
Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Terri Weiner, as Manager of Warranty Parts Solutions, LLC, who is ( ) personally known to me or ( ) who has produced \_\_\_\_\_ as identification and who did not (did) take an oath.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type name

**IN WITNESS WHEREOF, the Developer has executed this agreement.**

**DEVELOPER**

**By: Telesis Services, LLC**

**A Florida Limited Liability company**

\_\_\_\_\_  
Signature of Witness # 1

\_\_\_\_\_  
Signature: Scott Banta, Manager

Print Name: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**As:**

\_\_\_\_\_  
Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Scott Banta, of Telesis Services, LLC, who is ( ) personally known to me or ( ) who has produced \_\_\_\_\_ as identification and who did not (did) take an oath.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type name

**IN WITNESS WHEREOF, the City has executed this agreement.**

**CITY OF DELTONA:**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

Mailing Address:

City of Deltona  
2345 Providence Boulevard  
Deltona, Florida 32725

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, and \_\_\_\_\_, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Deltona.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print or type name

Approved as to form and legality for use and reliance by the City of Deltona, Florida

\_\_\_\_\_  
City Attorney